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OCT 19 2001

DIR No: DIR-VPC-02-005
DEPARTMENT OF

INFORMATION RESOURCES

**MASTER SUBSCRIPTION CONTRACT BETWEEN
GIGA INFORMATION GROUP AND THE STATE OF TEXAS
ACTING BY AND THROUGH THE DEPARTMENT OF INFORMATION RESOURCES**

This Master Subscription Contract, between Giga Information Group, with its principal place of business at One Longwater Circle, Norwell, Massachusetts 02061 [Giga], and the State of Texas, acting by and through the Department of Information Resources, with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701 [DIR], on behalf of state agencies as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and local governments as defined in Section 791.003, Texas Government Code [Customers], supercedes in its entirety the Master Subscription Agreement dated December 18, 1996, signed on behalf of DIR on December 31, 1996. Specific Giga Information Group Order Forms, hereafter referred to as Order Form, signed on behalf of Giga and the DIR Customer, which may be subsequently amended and supplemented, are incorporated and made a part of this Master Subscription Contract. This Contract shall begin September 1, 2001 and end August 31, 2002 unless extended at DIR's option for two additional one-year periods through August 31, 2004. All terms and conditions shall remain in effect for any new subscriptions purchased prior to contract end date.

1. **Deliverables** Under this Contract, Giga will provide services and/or materials (Deliverables) listed in the Vendor's catalogue on file with the Texas Building and Procurement Commission [BPC], formerly known as the Texas General Services Commission and in Attachments A, to DIR and/ or its Customers. The Deliverables shall be provided in exchange for payments indicated on the Order Form, subject to the terms and provisions in this Contract. DIR and/or its Customers assume sole responsibility for selecting a subset of available Deliverables to achieve the intended results, and for the use made and results obtained. The fees paid hereunder reflect this allocation of responsibility and risk. Giga represents and warrants to DIR and to each Customer buying Deliverables hereunder that it is a "Qualified Information Systems Vendor" as defined in Section 2157.001, Texas Government Code, and that it has fully complied with all requirements pertaining to the catalogue purchasing program rules adopted by BPC, which are set forth in 1 T.A.C. Section 113.19, as such rules may be amended from time to time.
2. **Permitted Use** Only employees of DIR and/or its Customers may use the Giga Deliverables and there are several classes of use. Each individual in each class must be designated by name on the Participant Enrollment Form. Giga Deliverables may not be disclosed, disseminated or distributed to any other party without Giga's prior written consent. Electronic access is limited to individuals with registered passwords, and, where applicable, interactive access is limited to Members only for the benefit of the Member. Reproduction of content for occasional internal use by DIR and/or its Customers is permitted.
3. **Terms** The Deliverables will be provided for the term as designated on the Order Form. If either DIR and/or its Customers or Giga breaches any term or provision of this Contract and fail to remedy such breach within thirty days following written notice of such breach, the other party may terminate this Contract with respect to the breaching party. At any time, the DIR may terminate this Contract, in whole or in part, by giving Vendor thirty (30) days written notice. At any time, Vendor may terminate this Contract, in whole or in part, by giving the Contract Administrator thirty (30) days written notice. In the event of termination of the Contract for breach, DIR will be entitled to a prorated refund of any prepayments made for Deliverables scheduled for delivery after the date of termination. The provisions of this Contract shall survive its termination with respect to Customers having an unexpired Contract with Giga.

4. **Invoicing** Orders from Customers will be processed as follows:
- a) The Customer will fax (512) 936-9274 a purchase order payable to DIR and a completed Order Form to DIR;
 - b) DIR will fax the completed Order Form to Giga;
 - c) Giga will process the order;
 - d) Giga will invoice DIR for the order at the discounted rate to DIR; and
 - e) DIR will invoice the Customer.
5. **Payment** Giga will charge fees to Customers as defined in Attachments A of this Contract. Payment under this contract will be in accordance with the Texas Prompt Payment Act, ch 2251, Texas Government Code. These prices will include shipping and handling and will not increase during the term of this Contract. Prices will also include DIR's administrative fee, which DIR may change upward or downward during the Contract upon written notice to Giga. The prices that Giga charges DIR will be lower than the price charged to Customers. Giga will invoice DIR and DIR agrees to pay correct invoices within thirty (30) days of receipt of Deliverables received and accepted by Customers. Giga will provide the appropriate documents to DIR to utilize Electronic Funds Transfer for payment of their invoices. In the event Giga quotes a price that does not include DIR's administrative fee, and the Customer pays the quoted price, Giga shall reduce its invoice to DIR by the administrative fee that should have been part of the quoted price.
6. **Rights** Ownership of all copyrights and other proprietary rights are retained by Giga and/or its licensors or third party providers. DIR grants Giga permission to use its name in Giga's client list, but such use shall not indicate endorsement of the Deliverables by DIR or its Customers. Giga may also use the DIR logo in the promotion of services associated with this Contract with the following stipulations:
- a) The logo may not be modified in any way;
 - b) When displayed, the size of the DIR logo must be equal to or smaller than Giga's logo;
 - c) The use of the DIR logo will be to communicate Giga's involvement in the DIR program; and
 - d) Any use of the DIR logo outside of invoices, advertisements, and other promotional correspondence will require DIR's written permission.
7. **Disclaimer of Warranty and Limitation of Liability** All Deliverables are provided solely for use as a research tool and are not meant as specific guides of action. All Deliverables have been obtained from sources Giga believes are reliable but that are in no way warranted by Giga as to accuracy or completeness. They should not be relied on by DIR and/or its Customers, and DIR and/or its Customers agree not to rely on them for decision-making purposes. All Deliverables are as of the publication date, and Giga does not undertake to advise DIR and/or its Customers as to any changes in figures or its views. The Deliverables provided by Giga under this Contract are not intended to support investment decisions or recommendations with respect to securities of any company and Giga assumes no liability for decisions made, in whole or in part, on the basis of any information included in the Deliverables.
8. ALL DELIVERABLES AND ACCESS TO ANY GIGA NETWORKS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. GIGA AND ITS LICENSORS AND THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. THE TOTAL LIABILITY OF GIGA AND ITS EMPLOYEES, LICENSORS AND THIRD PARTY INFORMATION PROVIDERS ARISING OUT OF THIS CONTRACT AND THE

DELIVERABLES UNDER ALL THEORIES OF LIABILITY SHALL BE LIMITED TO THE FEES PAID BY DIR TO GIGA FOR SUCH DELIVERABLES IN THE MOST RECENT SUBSCRIPTION PERIOD. DIR AND/OR ITS CUSTOMERS, GIGA, ITS LICENSORS AND THIRD PARTIES PROVIDING INFORMATION, ANALYSIS OR OTHER INPUT TO THE DELIVERABLES SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN ADDITION, DIR AND/OR ITS CUSTOMERS, GIGA, ITS LICENSORS AND THIRD PARTIES PROVIDORS SHALL NOT BE LIABLE FOR ANY DAMAGES OCCURRING BY REASON OF ANY CIRCUMSTANCES BEYOND THEIR REASONABLE CONTROL.

9. **Preference to Texas Products** Vendor agrees to comply with Sections 2155.444 and 2155.4441, Texas Government Code.
10. **Trade Show Participation** Vendor understands and agrees that it must provide a staffed booth display or similar presence at no less than two trade shows or similar functions sponsored by DIR each calendar year, at Vendor's expense. Vendor agrees to display the DIR logo at all trade shows directed toward entities that qualify as DIR customers.
11. **Dispute Resolution** The dispute resolution process, provided for in Chapter 2260, Texas Government Code, must be used to resolve all disputes arising under this Contract that are not resolved in the ordinary course of business. This Contract shall be governed by and construed under Texas law without reference to conflict of law principles. Any cause of action arising from this Contract shall be filed in Travis County, Texas.
12. **Giga Certifications** Giga certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006, Texas Family Code and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate; (iii) to the best of its knowledge, neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas in connection with this Contract, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage in connection with this Contract; (iv) it has not received payment from DIR and/or Customers or any of their employees for participating in the preparation of this Contract; and (v) during the term of this Contract, it will not discriminate unlawfully against any employee or applicant and that, upon request, it will furnish information regarding its nondiscriminatory hiring and promotion policies.

IN WITNESS WHEREOF, Giga and DIR have executed and delivered this Contract, including the Disclaimer of Warranty and Limitation of Liability, effective September 1, 2001.

GIGA Information Group, Inc.

By: Beth Maloney

Name: Beth Maloney

Title: Sr. Counsel

Date signed: Oct 12, 2001

Department of Information Resources

By: Patrick W. Hogan

Patrick W. Hogan, Director
Business Operations Division

Date signed: 9-14-2001
LSD: [Signature]

Attachment A – Current Customer Pricing

The annual fee for current Customers is \$14,013.00, which includes one member and two users per Customer and DIR's \$539.00 administrative fee. Additional members per Customer may be added at a cost of \$11,355.00 each, which includes DIR's \$437.00 administrative fee. Additional users per Customer may be added at a cost of \$1278.00 each, which includes DIR's \$51.00 administrative fee. Pursuant to section 4 of the Contract DIR may increase or decrease its administrative fee upon notice to Giga.

If additional members or users are added during the year subsequent to September 1, 2001, the fee will be prorated over the remaining months of the Contract and will expire at the same time as the term specified on Order Form.

Members are defined as those Customers who, during the term of the Contract, have:

- Unlimited inquiry access to all analysts and to all experts on ExperNet,
- Unlimited participation in GigaTel, and
- One conference ticket to any Giga-sponsored event.

Users are defined as those Customers who, during the term of the Contract have unlimited read-only access to Giga's information.

New Customers are defined as those entities that did not purchase the outlined Giga services through DIR during FY 2001.

AMENDMENT NO. 1
TO
Master Subscription Contract
Between Giga Information Group and The State of Texas acting by
and Through The Department of Information Resources

THIS AMENDMENT NUMBER 1 ("Amendment") to the Master Subscription Contract ("Contract") is entered into between Giga Information Group and the State of Texas, acting by and through the Department of Information Resources. This amendment is effective upon the date of the last party to sign.

WHEREAS, the parties desire to extend the Contract for one additional one year period; and

WHEREAS, the parties desire to clarify eligible state agencies that may purchase from this Contract; and

WHEREAS, the parties desire to include a procedure for handling written complaints.

NOW, THEREFORE, the parties agree as follows:

I.

Paragraph one is deleted in its entirety and the following is substituted:

This Master Subscription Contract, between Giga Information Group, with its principal place of business at One Longwater Circle, Norwell, Massachusetts 02061 [Giga], and the State of Texas, acting by and through the Department of Information Resources, with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701 [DIR], on behalf of state agencies as defined in §2054.003, Texas Government Code, local governments as defined in §791.003, Texas Government Code and state agencies purchasing through DIR pursuant to an Interagency Contract, as authorized by §771.001, Texas Government Code [Customers], supercedes in its entirety the Master Subscription Agreement dated December 18, 1996, signed on behalf of DIR on December 31, 1996. Specific Giga Information Group Order Forms, hereafter referred to as Order Form, signed on behalf of Giga and the DIR Customer, which may be subsequently amended and supplemented, are incorporated and made a part of this Master Subscription Contract. This Contract shall begin September 1, 2001 and end August 31, 2003 unless extended at DIR's option for one additional one-year period through August 31, 2004. All terms and conditions shall remain in effect for any new subscriptions purchased prior to contract end date.

II.

The following is inserted in its entirety after Article 12, Giga Certifications:

13. Handling Of Written Complaints In addition to other remedies contained in this Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
ATTN: Matt Kelly
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Telephone: (512) 936-6550
Fax: (512) 475-4759
Email: matt.kelly@dir.state.tx.us

Except as amended herein, the contract shall remain in full force and effect throughout its term.

IN WITNESS WHEREOF, the Parties have executed this Amendment through the signatures of their duly authorized representatives.

Giga INFORMATION GROUP, INC.

By: BAMaloney

Name: Beth Maloney

Date: 26 Sept 02
8/26/02

**THE STATE OF TEXAS,
acting by and through the
DEPARTMENT OF INFORMATION RESOURCES**

By: Patrick W. Hogan

Patrick W. Hogan
Director of Business Operations

Date: 7/30/02

Legal: CFR
7/26/02

Amendment Number 2
to
Master Subscription Contract Between
Giga Information Group
and
the State of Texas, acting by and through the Department of Information Resources

THIS AMENDMENT NUMBER 2 ("Amendment") is hereby affixed to and shall become part of Master Subscription Contract Number DIR-VPC-02-005 ("Contract") between Giga Information Group and the State of Texas, acting by and through the Department of Information Resources. This Amendment, as incorporated into the Contract, is subject to all terms, conditions, restrictions, and limitations contained in the Contract not in conflict with this Amendment.

The Contract is hereby modified as follows:

1. The Contract is hereby extended through the period ending August 31, 2004, or until terminated pursuant to the termination clauses contained in the Contract.
2. Section 12 is deleted in its entirety and the following section is substituted:

12. Vendor Certification Vendor certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of this Contract; (v) it is not ineligible to receive this Contract under § 2155.004, Texas Government Code; (vi) it is in compliance with §618.003, Texas Government Code; (vii) it will comply with §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of this Contract; and (viii) to the best of the Vendor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting the Vendor, which if determined adversely to the Vendor will have a material adverse effect on the ability of the Vendor to fulfill its obligations under this Contract.

3. A new section is added as follows:

14. Confidentiality Clause Vendor acknowledges that DIR is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

Under the terms of this Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release to any party in any manner, Customer information.

4. A new section is added as follows:

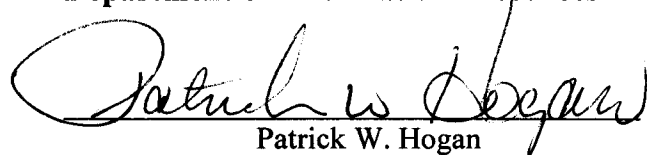
15. Ability to Conduct Business in Texas Vendor is an entity authorized and validly existing under the laws of its state of organization, and is authorized to do business in the State of Texas. Vendor is a "Qualified Information Systems Vendor" as defined in §2157.001, Texas Government Code. All computer products and services offered to Customers under this Contract are listed in Vendor's catalogue on file with the Texas Building and Procurement Commission.

All other terms and conditions of the Contract not specifically amended hereby shall remain in full force and effect. In the event of conflict among provisions of the documents, the order of precedence shall be the Second Amendment, First Amendment, and the Contract. Executed to be effective on the date of the last party to sign.

Giga Information Group, Inc.

State of Texas, acting by and through the
Department of Information Resources


Authorized Signature


Patrick W. Hogan

Brittany Roberts
Printed Name

Director, Business Operations

Corp. Counsel
Title

07-29-03
Date

6/2/03
Date

Legal: _____

**Amendment Number 3 to
Master Subscription Contract DIR-VPC-02-005
between Giga Information Group and the State of Texas,
acting by and through the Department of Information Resources**

THIS AMENDMENT NUMBER 3 (Amendment) is hereby affixed to and shall become part of Master Subscription Contract Number DIR-VPC-02-005 (Contract) between the State of Texas, acting by and through the Department of Information Resources (DIR), Giga Information Group (Assignor), and Forrester Research, Inc. (Assignee or Vendor). The Contract is hereby modified to document the assignment of the Contract from Assignor to Assignee, the amendment of Vendor information as a result of the assignment, and the consent of DIR. This Amendment, as incorporated into the Contract, is subject to all terms, conditions, restrictions and limitations contained in the Contract not in conflict with this Amendment including the limitation of liability provision. The Contract is hereby modified as follows:

1. Giga Information Group, the Assignor, hereby assigns to Forrester Research, Inc., the Assignee, all its rights, title, and interest to the Master Subscription Contract (Contract) dated September 1, 2001, and related schedules and change orders, if any, between the Assignor and DIR. This assignment will become effective October 31, 2003.
2. Forrester Research, Inc., the Assignee, hereby accepts the foregoing assignment and agrees to perform all duties and obligations to be performed by Assignor under the above-mentioned Contract to the same extent as if it had been an original party thereto. Forrester Research, Inc. hereby represents to DIR that, by the effective date of the assignment, it is a Catalog Information Systems Vendor approved by the Texas Building and Procurement Commission, that it is or will be registered as a Texas Vendor, with all necessary Texas taxpayer identification numbers with the Comptroller of Public Accounts and be in good standing with that office, and otherwise be authorized to do business with the State of Texas.
3. Subject to the terms and conditions of this Assignment, DIR hereby consents to the foregoing assignment and acceptance of assignment.
4. A new section is added as follows:

16. Records and Audit The Vendor shall maintain adequate records to establish compliance with this Contract until the later of a period of four years after termination of this Contract or until full, final and unappealable resolution of all audits or litigation issues that arise under this Contract. Such records shall include identification of the procuring Customer, Customer's ordering date, service delivery date, the calculations supporting each administrative fee owed DIR under this Contract, and such other documentation as DIR may request.

Vendor shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this Contract to DIR, the auditors designated by DIR, including auditors of the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, auditing and/or copying such books and records. Vendor shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor ten (10) business days' notice prior to inspecting, auditing, and/or copying Vendor's records. Vendor's records, whether paper or electronic, shall be made available during regular office hours. Vendor's personnel familiar with the Vendor's books and records shall be available to DIR staff and designees as needed. Vendor shall provide adequate office space to DIR staff during the performance of a compliance check or audit.

If any inspection or compliance check performed hereunder reveals an aggregate overcharge to a Customer of .5% or greater, or an aggregate underpayment to DIR of its administrative fee of .5% or greater, then the cost of such compliance check or inspection, including, but not limited to, the salary and associated overhead of DIR staff performing the compliance check or inspection, shall be reimbursed to DIR within thirty (30) days from receipt of an invoice from DIR reflecting the cost of the compliance check or inspection.

For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to the Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

Vendor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will reimburse the State of Texas for all costs associated with enforcing this provision.

5. Attachment A is deleted in its entirety and a new Attachment A is substituted.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. This Amendment Number 3 is executed to be effective as of October 31, 2003. The DIR Contract number does not change with the change in Vendor. In the event of conflict among the provisions in the Contract, the provisions of Amendment No. 3, Amendment No. 2, Amendment No. 1, then the Contract control.

Giga Information Group (Assignor)

Warren Hadley
Authorized Signature
Warren Hadley
Printed Name
CFO
Title
11/14/03
Date

**State of Texas, acting by and through the
Department of Information Resources**

Patrick W. Hogan
Patrick W. Hogan
Director, Business Operations

10/28/03
Date
Legal: gh
10/28/03

Forrester Research, Inc. (Assignee/Vendor)

Tim Moynihan
Authorized Signature
TIM MOYNIHAN
Printed Name
GENERAL COUNSEL
Title
11/13/03
Date

Attachment A – Customer Pricing

The annual fees for Customers are as follows:

- \$13,744.00 - for one member and two users per Customer, which includes DIR's \$270.00 administrative fee
- \$11,136.00 - for each additional member per Customer, which includes DIR's \$218.00 administrative fee
- \$1,252.00 - for each additional user per Customer, which includes DIR's \$26.00 administrative fee
- \$20,400.00 - for each CIO Group, which includes DIR's \$400 administrative fee
- \$5,100.00 - for an additional upgrade to each Member, which includes DIR's \$100 administrative fee
- \$6,283.00 - for 60 Service Units, which includes DIR's \$123 administrative fee

Pursuant to Section 4 of the Contract, DIR may increase or decrease its administrative fee upon notice to Giga.

Additional Members / Users

If additional members or users are added during the year, the fee will be prorated over the remaining months of the Contract and will expire at the same time as the term specified on Order Form.

Members

Members are defined as those Customers who, during the term of the Contract, have:

- Unlimited inquiry access to all analysts
- Unlimited participation in GigaTel, and
- One conference ticket to any Giga-sponsored event.

Users

Users are defined as those Customers who, during the term of the Contract, have unlimited read-only access to Giga's information.

CIO Group/Council Members

All of the benefits of the Members above plus the following deliverables:

- Access to a personal advisory team
- Receive exclusive reports that are aligned with their interests and concerns
- Participate in premier events that feature our analysts and thought leaders discussing IT issues, challenges, and solutions
- Attend custom audio conferences, which includes a presentation on member-related issues by Giga analysts, followed by an open forum for questions and discussion

Service Units

Service Units allow for access to company analysts to assist entitled clients in applying research to their specific environment.

Requirements:

- Purchased in blocks of 60 service units
- Must be used within 12 months of purchase
- Customer must have at least 2 research licenses to qualify